

COVENANT NOT TO SUE

WHEREAS, tailings resulting from mining and milling of lead and zinc ores were deposited by St. Joe Minerals Corporation (formerly St. Joseph Lead Company) from time to time between 1929 and the 1st day of July, 1958, in an area included in the land described in the deed, marked Exhibit 1, attached hereto and made a part hereof; and

WHEREAS, the surface rights in and to said area were, at the request of the County Court of St. Francois County, Missouri, given, granted, conveyed and confirmed unto County of St. Francois by deed (Exhibit 1) dated the 26th day of June, 1972, together with all timber, wood, rocks and tailings located on said surface rights, described in said deed; and

WHEREAS, the said surface rights in and to said area were transferred and conveyed by St. Francois County to St. Francois County Environmental Corporation by deed dated the 16th day of May, 1973, a copy of which deed is marked Exhibit 2, attached hereto and made a part hereof; and

WHEREAS, said St. Francois County Environmental Corporation commenced on or about the 1st day of July, 1973, using part of said area as a landfill; and

WHEREAS, on or about the 18th day of July, 1977, as a result of an unusually heavy rainfall and of an overflow tower (drainage structure) which became clogged or obstructed subsequent to the 26th day of June, 1972, the dam holding said tailing overtopped and breached or ruptured resulting in the spillage of a large quantity of said tailings, part of which flowed into Big River, all of which Releasors, hereinafter named, contend resulted in injury to said Big River and its environs, to the fish and wildlife in and around said Big River and to the aesthetic, recreational and economic value thereof; and

WHEREAS, it is acknowledged by Releasors that said area, overflow tower (drainage structure) and dam were well maintained by St. Joe Minerals Corporation during the time of its ownership thereof; and

WHEREAS, said St. Joe Minerals Corporation (hereinafter referred to as the "former corporation") on August 3, 1981, was merged with Fluor Acquisition Corporation, at which time the name of said Fluor Acquisition Corporation was changed to St. Joe Minerals Corporation, the surviving corporation, and when the name "St. Joe Minerals Corporation" is hereinafter used in this instrument it shall for all intents and purposes mean St. Joe Minerals Corporation, the surviving corporation, unless otherwise expressly stated; and



WHEREAS, Releasors have asserted claims against St. Joe Minerals Corporation, the former corporation, and St. Francois County Environmental Corporation and do now assert claims against St. Francois County Environmental Corporation and St. Joe Minerals Corporation for injuries and damages to Big River and its environs, to the fish and wildlife in and around Big River and to the aesthetic, recreational and economic value thereof; and

WHEREAS, St. Joe Minerals Corporation, the former corporation, St. Francois County Environmental Corporation and St. Joe Minerals Corporation have denied liability for any act, action, inaction or omission by their agents, servants or employees, which caused or contributed to any and all injuries and damages claimed to Big River and its environs, to the fish and wildlife in and around Big River and to the aesthetic, recreational and economic value thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN the State of Missouri, Clean Water Commission of the State of Missouri, Missouri Department of Natural Resources and Conservation Commission of the State of Missouri, hereinbefore and hereinafter sometimes referred to collectively as "Releasors", and St. Joe Minerals Corporation and St. Francois County Environmental Corporation, as follows:

1. In consideration of the undertakings, work and services to be performed as provided in paragraph 2 of this document and other consideration provided in said paragraph 2, State of Missouri, Clean Water Commission of the State of Missouri, Missouri Department of Natural Resources and Conservation Commission of the State of Missouri hereby covenant, undertake and agree with St. Joe Minerals Corporation and St. Francois County Environmental Corporation, their agents, servants or employees, successors and assigns as follows:

(a) ~~Releasors shall forever refrain and desist from instituting or asserting~~ against St. Joe Minerals Corporation, the former corporation, St. Francois County Environmental Corporation, and St. Joe Minerals Corporation, their agents, servants or employees, successors and assigns (sometimes herein referred to as "Releasees"), ~~any claim, demand, action, suit or proceeding~~ of whatever kind or nature, either directly or indirectly, which the undersigned Releasors had, now have, or may have in the future against St. Joe Minerals Corporation, the former corporation, St. Francois County Environmental Corporation and St. Joe Minerals Corporation, their agents, servants or employees, successors and assigns, or any of them, ~~arising out of the overtopping and breaching or rupturing of the aforesaid dam and the spillage prior to the date of this Covenant of the tailings previously deposited on the area described in the deed marked Exhibit 1 and attached hereto, and for the resulting injuries and damages to Big River and its environs, to fish and wildlife in and around said Big River and to the aesthetic, recreational and economic value thereof, and Releasors acknowledge said consideration~~ (the undertakings, work and

services to be performed as described in paragraph 2 and the other consideration provided in paragraph 2) to be in full and complete payment and satisfaction of all the aforesaid injuries and damages.

(b) Releasors do hereby release, discharge, exonerate and waive unto St. Joe Minerals Corporation and St. Francois County Environmental Corporation, their agents, servants or employees, successors, assigns, and contractors, any and all claims, demands, and rights of action, either legal or equitable, which they (Releasors) might now have or may have at any time hereafter, whether or not now contemplated and covenant, undertake and agree with said St. Joe Minerals Corporation and St. Francois County Environmental Corporation, that they (Releasors) will have no claim, demand or right of action against St. Joe Minerals Corporation and St. Francois County Environmental Corporation, their agents, servants or employees, successors, assigns and contractors, and to forever refrain from instituting or asserting against St. Joe Minerals Corporation and St. Francois County Environmental Corporation, their agents, servants or employees, successors, assigns and contractors, or any of them, any claim, demand, action, suit or proceeding whatsoever, either directly or indirectly, arising out of or by reason of the performance, or the manner or nature of the performance, of the undertakings, work and services provided in paragraph 2 hereof, provided that the performance of the said undertaking work and services for the purpose of preventing discharges into Big River (at the damaged areas) are performed as described and in accordance with the specifications in the document, "Repair of Dam at Desloge Landfill Along Big River," in a workmanlike manner. Nothing in this agreement shall create or transfer any liability to the State of Missouri, its agencies or agents.

2. St. Joe Minerals Corporation and St. Francois County Environmental Corporation will, upon the express conditions set forth in paragraph 1 (b) hereof, undertake, in the way and manner herein provided, the following, respectively:

(a) St. Francois County Environmental Corporation shall within a reasonable time, but not later than January 1, 1982, enter into a contract with a contractor for the repair of the dam, said repair to consist of the undertakings, work and services described in, and in accordance with the specifications in the document entitled "Repair of Dam at Desloge Landfill along Big River," made a part hereof, as Exhibit 3; provided, however, that said contract shall be subject to the approval of St. Joe Minerals Corporation and shall not be of any force and effect until it is submitted to and approved by St. Joe Minerals Corporation.

(b) St. Joe Minerals Corporation shall provide St. Francois County Environmental Corporation with the necessary funds for the payment to contractor of the sum or sums at the time or times provided in the contract, approved by it as provided in the next preceding sub-paragraph, for the work and services performed in accordance

therewith, said funds to be provided by a check or draft of St. Joe Minerals Corporation payable to St. Francois County Environmental Corporation and contractor, and shall be endorsed by St. Francois County Environmental Corporation and delivered to contractor.

(c) St. Joe Minerals Corporation shall give technical assistance by observing the performance of the scope, design and specifications of the undertakings, work and services as provided in the document entitled "Repair of Dam at Desloge Landfill Along Big River," and by advising St. Francois County Environmental Corporation in regard thereof, it being understood and agreed that said technical assistance shall be advisory only and that said St. Francois County Environmental Corporation assumes and shall be responsible for the undertakings, work and services being carried out and performed in accordance with the terms of said contract in a workmanlike manner.

(d) St. Joe Minerals Corporation shall furnish the necessary coarse chat from its chat pile adjacent to the area of said dam, said chat to be acquired, loaded and transported by the contractor from said chat pile to the place of use by the contractor.

(e) St. Joe Minerals Corporation shall seed, or cause to be seeded, at its costs, a plot of approximately 20 acres as a demonstration area, which plot is to be at the approximate location shown on Exhibit 1 in said document entitled "Repair of Dam at Desloge Landfill Along Big River".

3. St. Francois County Environmental Corporation or its assigns shall take such action as is necessary to assure proper maintenance of the area, including, without limitation, the dam and drainage structures. After completion of the undertakings, work and services provided by paragraph 2, the Conservation Commission of the State of Missouri and Missouri Department of Natural Resources will conduct periodic inspections and either jointly or separately take such legal action as is necessary to assure proper maintenance of the area, including, without limitation, the dam and drainage structure by St. Francois County Environmental Corporation or its assigns. The Conservation Commission of the State of Missouri and the Missouri Department of Natural Resources shall be afforded right of entry at any time onto the premises in Exhibit 1 for the purpose of making such inspections.

4. It is understood and agreed that Releasors rely on their own judgement, belief and knowledge of the nature, extent and duration of any injuries and damages sustained and of any liability therefor and that no representations or statements regarding such injuries and liability or regarding any of the other matters made by the persons, firms or corporations who are hereby protected or any other person or persons representing them, have been relied on by Releasors to any extent whatever in making this agreement or covenant. It is further understood and agreed that the consideration provided for is for the purpose of avoiding litigation and will not be

construed as an admission of liability on the part of any person, persons, firm or corporation providing said consideration, it being understood and agreed that St. Joe Minerals Corporation, the former Corporation, and St. Francois County Environmental Corporation and St. Joe Mineral Corporation expressly deny any act, action, inaction or omission by them, their agents, servants or employees, which caused or contributed to the claimed injuries and damages aforesaid.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the

4th day of September, 1981.

STATE OF MISSOURI:

By John A. Crost
Attorney General

MISSOURI CONSERVATION COMMISSION:

By Larry K. Gale
Director

CLEAN WATER COMMISSION OF STATE OF MISSOURI:

By Thel A. Lober Richard F. Rank
Director of Staff

MISSOURI DEPARTMENT OF NATURAL RESOURCES:

By Richard F. Rank Thel A. Lober
Director

ST. JOE MINERALS CORPORATION:

By John A. Crost
Executive Vice President

ST. FRANCOIS COUNTY ENVIRONMENTAL CORPORATION

By John R. Cavanaugh
President SECRETARY - TREASURER

WARRANTY DEED

THIS DEED Made and entered into this 16 day of May, 1973,
between St. Francois County, party of the first part, and the
St. Francois County Environmental Corporation (a Missouri not for profit
corporation), mailing address, Courthouse, Farmington, Missouri 63640,
party of the second part, witnesseth:

That the said party of the first part does by these presents, give,
grant, convey and confirm unto the said party of the second part the
Surface Rights Only in and to the following described real estate sit-
uated in the County of St. Francois, State of Missouri, to-wit:

A tract of land containing 4.68 acres, more or less, in Fractional
Section 25, 8.33 acres, more or less, in Fractional Section 26,
14.91 acres, more or less, in Fractional Section 35, 39.07 acres,
more or less, in Fractional Section 36, 11.10 acres, more or less,
in U. S. Survey No. 870, 355.04 acres, more or less, in U.S. Sur-
vey No. 2164, and 70.69 acres, more or less, in U.S. Survey No.
3176, all in Township 37 North, Range 4 East, more particularly
described in follows: Beginning at an iron pin on the north side of
a private road, said iron pin being located 2326.31 feet South of an
6157.18 feet East of the northwest corner of said U. S. Survey No.
3176; thence following the north side of said private road S. 83°38'
W. 715.35 feet to an iron pin and S. 65°49'W. 902.70 feet to an iron
pin; thence departing from the north side of said road, N. 45°03' W.
385.60 feet to an iron pin, thence N. 1°09' E. 1043.35 feet to an iron
pin, thence N. 85° 19' W. 220.56 feet to an iron pin; thence continuing
N. 85° 19' W. approximately 75 feet to a point on the eastern bank of
Big River; thence following said eastern bank of Big River in a north-
westwardly direction approximately 1110 feet to a point on the dividing
line between said U.S. Survey No. 3176 and said Fractional Section
35; thence continuing along said eastern bank of Big River, in a north-
westwardly direction, for a distance of approximately 1350 feet to a
point on the dividing line between said Fractional Sections 35 and 26;
thence continuing along said eastern bank of Big River, in a north-
westwardly direction, for a distance of approximately 410 feet, to a
point on the dividing line between said Fractional Section 26 and said
U.S. Survey No. 2164; thence continuing along the eastern and south-
ern banks of Big River, in a northwestwardly, northeastwardly, east-
wardly and southeastwardly direction for a distance of approximately
9360 feet to point of intersection of the southern bank of Big River
with the eastern boundary line of said U.S. Survey No. 2164; thence fol-
lowing said eastern boundary line of said U.S. Survey 2164, in a south-
wardly direction, for a distance of approximately 3035 feet to point
of intersection of said Survey line with the west bank of Big River;
thence continuing in a southwardly direction, along the west bank of
Big River, for a distance of approximately 415 feet to point of inter-
section of said western bank with a point in the dividing line between
said U.S. Survey No. 2164 and said Fractional Section 25; thence con-
tinuing in a southwardly direction, along said western bank of Big River,
for a distance of approximately 40 feet, to point of intersection of
said western bank with a point on the dividing line between said
Fractional Section 25 and said Fractional Section 36; thence con-
tinuing in a southwardly and southeastwardly direction, along the
western and southern banks of Big River, for a distance of approxi-
mately 975 feet to a point on said southern bank of Big River, which
point bears N. 16° 38' W. a distance of 2098.91 feet from the begin-
ning point of the tract hereby conveyed; thence departing from the
bank of Big River, S. 16° 38' E. 2098.91 feet to point of beginning
and containing in the aggregate 503.82 acres, more or less. To-
gether with all timber, wood, rocks and tailings located on said
surface rights.

Party of the second part assumes all future duties, liabilities and
obligations of ownership.

STATE OF MISSOURI.)
COUNTY OF ST. FRANCOIS) SS.

BOOK 573 PAGE 619

On this 16th day of May, 1973, before me appeared Elliott Straughan, to me personally known, who being duly sworn, did say that he is the Presiding Judge of County Court, of St. Francois County, Missouri, and that the seal affixed to the foregoing instrument is the seal of said Court, and that said instrument was signed and sealed in behalf of said Court, and said Elliott Straughan acknowledged said instrument to be the free act and deed of said Court.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written.

Debbie Hulbert
Notary Public

My term expires:

Dec 31 - 1974

STATE OF MISSOURI
COUNTY OF ST. FRANCOIS

I, M. C. Kannon, Recorder of Deeds of said County, do hereby certify that the within instrument of writing was, on the 16 day of May A.D. 1973, at 11 o'clock 59 minutes A.M. duly filed for record, and is now recorded in the Records of this office in Book 279 at page 649.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Farmington, Mo., this 16 day of May A.D. 1973.
M. C. Kannon Walter Jones
Recorder Deputy

FILED
11 O'clock 59 Minutes A.M.

MAY 16 1973

M. C. Kannon

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Subject to the restrictions and reservations that St. Joe Minerals Corporation, formerly St. Joseph Lead Company, has reserved of record unto itself, its successors and assigns, an easement for its power lines which are now in place across the above described tract of land, together with the right of ingress and egress over said tract for the purpose of maintaining, making repairs to, making connection to, replacing or removing said power lines.

Subject also to certain restrictions and reservations of a private road and the reservation of said mineral rights as set out in a deed dated 26th day of June, 1972, by and between St. Joe Minerals Corporation and the County of St. Francois, as recorded in Book 553, at page 158 through 161, of the Land Records in the Recorder's Office of St. Francois County, Missouri.

It is expressly agreed and understood by and between the parties that if the second party should ever cease using the above described land for a sanitary land fill operation, or for recycling of solid waste materials, that all rights, title and interest to said land shall then revert to and vest in the party of the first part.

TO HAVE AND TO HOLD, the surface of the premises and the property aforesaid, together with all rights and appurtenances to the same belonging unto the said party of the second part, forever, subject to the terms, conditions, restrictions, covenants and reservations above set forth and to those referred to and of record. The said party of the first part hereby covenanting that it shall and will warrant and defend the title to the surface of said premises unto the said party of the second part, against the lawful claims of all persons whomsoever, excepting the terms, conditions, restrictions, covenants and reservations above set forth and those referred to and of record.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by the Presiding Judge of the County of St. Francois, Missouri, and attested by its County Clerk, and county clerk's seal to be hereto affixed, the day and year first above written.

ST. FRANCOIS COUNTY

BY

Elliott Straughan
Elliott Straughan,
Presiding Judge of County Court.

ATTEST:

Willie Hulsey
Willie Hulsey,
County Clerk.

for a distance of approximately 40 feet, to point of intersection of said western bank with a point on the dividing line between said Fractional Section 25 and said Fractional Section 36; thence continuing in a southwardly and southeastwardly direction, along the western and southern banks of Big River, for a distance of approximately 975 feet to a point on said southern bank of Big River, which point bears N. 16° 38' W. a distance of 2098.91 feet from the beginning point of the tract hereby conveyed; thence departing from the bank of Big River, S. 16° 38' E. 2098.91 feet to point of beginning and containing in the aggregate 503.82 acres, more or less. Together with all timber, wood, rocks and tailings located on said surface rights.

Party of the second part assumes all future duties, liabilities and obligations of ownership.

The grantor reserves unto itself, its successors and assigns, an easement for its power lines which are now in place across the above described tract of land, together with the right of ingress and egress over said tract for the purpose of maintaining, making repairs to, making connections to, replacing or removing said power lines.

No right, title or interest is intended to be conveyed by this instrument in and to any part of the private road above mentioned.

It is hereby expressly agreed and understood that the grantor herein, its successors and assigns, retains for its own use and benefit all the ores, minerals and valuable deposits found or deposited beneath the surface of the hereby conveyed premises, with the full, free and unrestricted right and privilege at any time hereafter to mine and remove said ores, minerals and other valuable deposits therefrom, including the right to prospect therefor, and to sink shafts and to use so much of the surface of the hereby conveyed premises as may be necessary or convenient in mining operations, either for the purpose of connecting by road or railway any such shaft with other shafts or with the mills or other concentrating works of grantor, and the further right of doing, in a proper manner, any act upon the surface of the hereby conveyed premises which said grantor may deem necessary or desirable to fully enjoy its mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the hereby conveyed premises or to any permitted building or structure thereon, in the carrying out of any or all of the purposes and rights reserved, the said grantor shall pay the grantee a reasonable amount, to be agreed upon for such damages; and in the event they fail to agree, then the damages so sustained shall be determined by three appraisers, one appointed

BOOK 153 PAGE 158
JULSPECIAL WARRANTY DEED

THIS DEED, made and entered into this 26TH day of JUNE, 1972, by and between ST. JOE MINERALS CORPORATION, (formerly St. Joseph Lead Company), a corporation organized under the laws of the State of New York, party of the first part, and COUNTY OF ST. FRANCOIS (mailing address Court-house, Farmington, Missouri, 63640); party of the second part;

WITNESSETH, that the said party of the first part does by these presents GIVE, GRANT, CONVEY AND CONFIRM unto the said party of the second part the SURFACE RIGHTS ONLY in and to the following described real estate, situated in the County of St. Francois, State of Missouri, to-wit:

A tract of land containing 4.68 acres, more or less, in Fractional Section 25, 8.33 acres, more or less, in Fractional Section 26, 14.91 acres, more or less, in Fractional Section 35, 39.07 acres, more or less, in Fractional Section 36, 11.10 acres, more or less, in U. S. Survey No. 870, 355.04 acres, more or less, in U. S. Survey No. 2164, and 70.69 acres, more or less, in U. S. Survey No. 3176, all in Township 37 North, Range 4 East, more particularly described in follows: Beginning at an iron pin on the north side of a private road, said iron pin being located 2326.31 feet South of and 6157.18 feet East of the northwest corner of said U. S. Survey No. 3176; thence following the north side of said private road S. 83° 38' W. 715.35 feet to an iron pin and S. 65° 49' W. 902.70 feet to an iron pin; thence departing from the north side of said road, N. 45° 03' W. 385.60 feet to an iron pin, thence N. 1° 09' E. 1043.35 feet to an iron pin, thence N. 85° 19' W. 220.56 feet to an iron pin; thence continuing N. 85° 19' W. approximately 75 feet to a point on the eastern bank of Big River; thence following said eastern bank of Big River in a north-westwardly direction approximately 1110 feet to a point on the dividing line between said U. S. Survey No. 3176 and said Fractional Section 35; thence continuing along said eastern bank of Big River, in a north-westwardly direction, for a distance of approximately 1350 feet to a point on the dividing line between said Fractional Sections 35 and 26; thence continuing along said eastern bank of Big River, in a north-westwardly direction, for a distance of approximately 410 feet, to a point on the dividing line between said Fractional Section 26 and said U. S. Survey No. 2164; thence continuing along the eastern and southern banks of Big River, in a northwestwardly, northeastwardly, eastwardly and southeastwardly direction for a distance of approximately 9360 feet to point of intersection of the southern bank of Big River with the eastern boundary line of said U. S. Survey No. 2164; thence following said eastern boundary line of said U. S. Survey 2164, in a southwardly direction, for a distance of approximately 3035 feet to point of intersection of said Survey line with the west bank of Big River; thence continuing in a southwardly direction, along the west bank of Big River, for a distance of approximately 415 feet to point of intersection of said western bank with a point in the dividing line between said U. S. Survey No. 2164 and said Fractional Section 25; thence continuing in a southwardly direction, along said western bank of Big River,

STATE OF NEW YORK,)
) SS
COUNTY OF NEW YORK.)

BOOK 553 PAGE 151

On this 16th day of June, 1972, before me appeared Peter B. Halle, to me personally known, who being duly sworn, did say that he is the Vice President of the St. Joe Minerals Corporation, a corporation of the State of New York, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Peter B. Halle acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at New York, New York, the day and year last above written.

My term expires March 30, 1973

Edmund H. Wudkowski
Notary Public

EDMUND H. WUDKOWSKI
NOTARY PUBLIC
New York
Qualified in Nassau County
Cert. Exp'd in New York County
Commission Expires March 28, 1973

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by each of the parties interested and the third by the two so selected, and the decision of such appraisers as to such damages shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the said two parties.

TO HAVE AND TO HOLD, the surface of the premises and the property aforesaid, together with all rights and appurtenances to the same belonging unto the said party of the second part, forever, subject to the terms, conditions, restrictions, covenants and reservations above set forth and to those referred to and of record. The said party of the first part hereby covenanting that it shall and will warrant and defend the title to the surface of said premises unto the said party of the second part, against the lawful claims of all persons whomsoever, excepting the terms, conditions, restrictions, covenants and reservations above set forth and those referred to and of record.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its Vice President and attested by its ¹¹¹¹¹Secretary and its corporate seal to be hereto affixed the day and year first above written.

ST. JOE MINERALS CORPORATION,

By

W. B. White
Vice

President

Attest:

E. J. [Signature]
9-21 Secretary